



UNITED STATES ENVIRONMENTAL PROTECTION AGENCY
REGION IX
75 Hawthorne Street
San Francisco, CA 94105

VIA FEDERAL EXPRESS

June 11, 2015

EPA CERCLA Section 104(e) Request for Information

Jeffery Caufield, Partner
Caufield & James LLP
2851 Camino Del Rio South, Suite 250
San Diego, CA 92108

Re: CERCLA 104 (e) Request for Information Related to Omega Chemical Corporation Superfund Site; Angeles Chemical Co., Inc. facility, 8915 Sorensen Avenue, Santa Fe Springs, CA

Dear Mr. Caufield:

The United States Environmental Protection Agency ("EPA") is spending public funds to investigate and respond to the release or threatened release of hazardous substances into the soil, groundwater and indoor air at the Omega Chemical Corporation Superfund Site (the "Site"). The Site includes the former location of a used solvent and refrigerant recycling, reformulation, and treatment facility ("Omega Chemical") located at 12504 and 12512 Whittier Blvd. in Los Angeles, California. The term "Site", as used herein, refers to both the former Omega Chemical property and the areal extent (i.e., plume) of contaminated groundwater emanating from the Omega Chemical property. The purpose of this letter is to obtain information about the ability of various parties' to pay for or perform work at the Site. This letter is sent to you in your capacity as a disbursing agent of monies associated with the Site.

In order to facilitate cleanup of hazardous substances at the Site, EPA divided the Site into three operable units ("OUs"): OU-1, OU-2 and OU-3. OU-1 is the former Omega facility and vicinity. OU-2 is the extent of commingled contamination in groundwater that is generally downgradient from the former Omega facility and now extends more than four miles downgradient of OU-1. The contamination in groundwater has commingled with chemicals released at other source areas. OU-3 refers to indoor air contamination from the Omega Site that has occurred in several buildings near the Omega Chemical property.

Groundwater investigations to date suggest that operations at various facilities in the area, in addition to the former Omega Chemical facility, have contributed to groundwater contamination

through the use of volatile organic compounds (“VOCs”), including perchloroethylene (“PCE”), trichloroethylene (“TCE”), Freons 11 and 113, and other contaminants.

As part of its ongoing investigation of the Site, EPA is seeking to determine the nature and extent of contamination at the Site, to assess the effects of contamination on the environment and public health, to identify activities and parties that have or may have contributed to contamination at the Site, and to assess the ability of certain parties to pay for or clean up contamination. EPA believes that you may have information that may assist EPA in its investigation.

We request that you provide a complete and truthful written response to this Information Request and questions in Enclosure B **within thirty (30) calendar days** of your receipt of this letter. Instructions on how to respond to the questions are described in Enclosure A. Please return your written response to:

Keith Olinger, SFD-7-5
U.S. Environmental Protection Agency, Region IX
Superfund Division
75 Hawthorne Street
San Francisco, California 94105

Under Section 104(e) of the Comprehensive Environmental Response, Compensation, and Liability Act (“CERCLA”), 42 U.S.C. §9604(e), EPA has broad information-gathering authority which allows EPA to require persons to furnish information or documents relating to:

- (a) The identification, nature, and quantity of materials which have been or are generated, treated, stored, or disposed of at a vessel or facility or transported to a vessel or facility;
- (b) The nature or extent of a release or threatened release of a hazardous substance or pollutant or contaminant at or from a vessel or facility; and
- (c) Information relating to the ability of a person to pay for or perform a cleanup.

Please note that your compliance with this Information Request is mandatory. Failure to respond fully and truthfully may result in an enforcement action by EPA pursuant to Section 104(e)(5) of CERCLA, 42 U.S.C. §9604(e)(5). This statutory provision authorizes EPA to seek the imposition of penalties of up to \$37,500 per day of noncompliance. Please be further advised that provision of false, fictitious or fraudulent statements or representations may subject you to criminal penalties under 18 U.S.C. §1001. The information you provide may be used by EPA in administrative, civil or criminal proceedings.

Some of the information EPA is requesting may be considered by you to be confidential business information (“CBI”), as described in Title 40 of the Code of Federal Regulations, Subchapter A, Part 2, Subpart B (40 C.F.R., §2.201, *et seq.*). Please be aware that you may not withhold the information upon that basis. If you wish EPA to treat the information

confidentially, you must advise EPA of that fact by following the procedures outlined in Enclosure A, including the requirement for supporting your claim for confidentiality. Please be aware that EPA will maintain information consistent with the Privacy Act of 1974, 5 U.S.C. §552a, as amended.

Some of the information EPA is requesting may be considered by you to be subject to a privilege or other confidentiality agreement. If you believe any of the requested information is privileged or subject to a confidentiality agreement, please provide a copy of any such claimed agreement and a complete explanation why the agreement applies and/or what privilege is being asserted and why it applies.


This request for information is not subject to review by the Office of Management and Budget ("OMB") under the Paperwork Reduction Act because it is not an "information collection request" within the meaning of 44 U.S.C. §§3502(3), 3507, 3512, and 3518(c)(1). See also 5 C.F.R. §§1320.3(c), 1320.4, and 1320.6(a). Furthermore, it is exempt from OMB review under the Paperwork Reduction Act because it is directed to fewer than ten persons. 44 U.S.C. §3502(4), (11); 5 C.F.R. §§1320.4 and 1320.6(a).

Your response should include the appropriate name, address, and telephone number of the person to whom EPA should direct future correspondence in regard to this matter on behalf of your company.

If you have questions regarding this Information Request, please contact Hope Schmeltzer, Assistant Regional Counsel, at (415) 972-3218, or Keith Olinger, Enforcement Officer, at (415) 972-3125. If you have questions about the history of the Site, the nature of the environmental conditions at the Site, or the status of cleanup activities, please contact Wayne Praskins at (415) 972-3181.

We appreciate and look forward to your prompt response to this Information Request.

Sincerely,


Kathi Moore, Manager
CERCLA Enforcement Section
Superfund Division

Enclosures (2)

- Enclosure A (Instructions and Definitions)
- Enclosure B (Information Request)

cc: Hope Schmeltzer, EPA
Wayne Praskins, EPA
Keith Olinger, EPA

ENCLOSURE A: INSTRUCTIONS AND DEFINITIONS

Instructions:

1. Answer Each Question Completely. A separate response must be made to each of the questions set forth in this Information Request. For each question contained in this letter, if information responsive to this Information Request is not in your possession, custody, or control, please identify the person(s) from whom such information may be obtained. For the definition of “you” and other terms, please see the Definitions section below.
2. Number Each Answer. When answering the questions in Enclosure B, please precede each answer with the corresponding number of the question and subpart to which it responds.
3. Number Each Document. For each document produced in response to this Information Request, indicate on the document, or in some other reasonable manner, the number of the question to which it corresponds.
4. Provide the Best Information Available. Provide responses to the best of Respondent's ability, even if the information sought was never put down in writing or if the written documents are no longer available. You should seek out responsive information from current and former employees/agents. Submission of cursory responses when other responsive information is available to the Respondent will be considered non-compliance with this Information Request.
5. Identify Sources of Answer. For each question, identify all the persons and documents that you relied on in producing your answer.
6. Continuing Obligation to Provide/Correct Information. If additional information or documents responsive to this Request become known or available to you after you respond to this Request, EPA hereby requests pursuant to CERCLA Section 104(e) that you supplement your response to EPA.
7. Scope of Request. The scope of this request includes all information and documents independently developed or obtained by research on the part of your company, its attorneys, consultants or any of their agents, consultants or employees.
8. Confidential Information. The information requested herein must be provided even though you may contend that it includes confidential information or trade secrets. You may assert a confidentiality claim covering part or all of the information requested, pursuant to Sections 104(e)(7)(E) and (F) of CERCLA, 42 U.S.C. §§9604(e)(7)(E) and (F), and Section 3007(b) of RCRA, 42 U.S.C. §6927(b), and 40 C.F.R. §2.203(b). If you make a claim of confidentiality for any of the information you submit to EPA, you must prove that claim. For each document or response you claim confidential, you must separately address the following points:

- a. clearly identify the portions of the information alleged to be entitled to confidential treatment;
 - b. the period of time for which confidential treatment is desired (e.g., until a certain date, until the occurrence of a specific event, or permanently);
 - c. measures taken by you to guard against the undesired disclosure of the information to others;
 - d. the extent to which the information has been disclosed to others, and the precautions taken in connection therewith;
 - e. pertinent confidentiality determinations, if any, by EPA or other federal agencies, and a copy of any such determinations or reference to them, if available; and
 - f. whether you assert that disclosure of the information would likely result in substantial harmful effects on your business' competitive position, and if so, what those harmful effects would be, why they should be viewed as substantial, and an explanation of the causal relationship between disclosure and such harmful effects.
 - g. To make a confidentiality claim, please stamp, or type, "confidential" on all confidential responses and any related confidential documents. Confidential portions of otherwise nonconfidential documents should be clearly identified. You should indicate a date, if any, after which the information need no longer be treated as confidential. Please submit your response so that all nonconfidential information, including any redacted versions of documents are in one envelope and all materials for which you desire confidential treatment are in another envelope.
 - h. All confidentiality claims are subject to EPA verification. It is important that you satisfactorily show that you have taken reasonable measures to protect the confidentiality of the information and that you intend to continue to do so, and that it is not and has not been obtainable by legitimate means without your consent. Information covered by such claim will be disclosed by EPA only to the extent permitted by CERCLA Section 104(e). If no such claim accompanies the information when it is received by EPA, then it may be made available to the public by EPA without further notice to you.
9. Disclosure to EPA's Authorized Representatives. Information which you submit in response to this Information Request may be disclosed by EPA to authorized representatives of the United States, pursuant to 40 C.F.R. 2.310(h), even if you assert that all or part of it is confidential business information. The authorized representatives of EPA to which EPA may disclose information contained in your response are as follows:

Department of Toxic Substances Control/
California Environmental Protection Agency

ENCLOSURE A

Toeroek Associates, Inc.
EPA Contract Number EP-BPA-11-W-001

CH2M Hill, Inc.
EPA RAC Contract Number EP-S9-08-04

Toeroek Herndon Joint Venture
EPA Contract Number EP-R9-12-02

Gilbane Federal
EPA RAC Contract Number EP-S9-08-03

Techlaw
EPA ROC Contract Number EP-W-07-066

CB&I / Shaw Environmental & Infrastructure, Inc.
EPA RAC Contract Number EP-S9-13-02

Any subsequent additions or changes in EPA contractors who may have access to your response to this Information Request will be published in the Federal Register.

This information may be made available to these authorized representatives of EPA for any of the following reasons: to assist with document handling, inventory, and indexing; to assist with document review and analysis for verification of completeness; or to provide expert technical review of the contents of the response. Pursuant to 40 C.F.R. §2.310(h), you may submit comments on EPA's disclosure of any confidential information contained in your response by EPA to its authorized representatives along with the response itself, within the thirty (30) calendar day period in which the response is due.

10. Objections to Questions. If you have objections to some or all of the questions contained in the Information Request letter, you are still required to respond to each of the questions.

Definitions:

1. The term “you” or “Respondent” should be interpreted to include the addressee of this Information Request, and its officers, directors, managers, employees, contractors, trustees, successors, assigns and agents.
2. The term “person” shall include any individual, firm, unincorporated association, partnership, corporation, trust, joint venture, or other entity.
3. The term “waste” or “wastes” shall mean and include trash, garbage, refuse, by-products, solid waste, hazardous waste, hazardous substances, and pollutants or contaminants, whether solid, liquid, or sludge.
4. The term “hazardous waste” shall have the same definition as that contained in Section 1004(5) of RCRA.
5. The term “hazardous substance” shall have the same definition as that contained in Section 101(14) of CERCLA, and includes any mixtures of such hazardous substances with any other substances, including mixtures of hazardous substances with petroleum products or other nonhazardous substances.
6. The term “release” has the same definition as that contained in Section 101(22) of CERCLA, and includes any spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, dumping or disposing into the environment, including the abandonment or discharging of barrels, containers and other closed receptacles containing any hazardous substance or pollutant or contaminant.
7. The term “pollutant or contaminant” shall have the same definition as that contained in Section 101(33) of CERCLA and include any mixtures of such pollutants and contaminants with any other substance including petroleum products.
8. The term “materials” shall mean all substances that have been generated, treated, stored, or disposed of or otherwise handled at or transported to the Site including, but not limited to, all hazardous substances, pollutants or contaminants.
9. The term “document” includes any written, recorded, computer generated or visually or aurally reproduced material of any kind in any medium in your possession, custody, or control or known by you to exist, including originals, all prior drafts, and all non-identical copies.

ENCLOSURE B: QUESTIONS (INFORMATION REQUEST)

Note: The term “Property” refers to the property located at 8915 Sorensen Avenue, Santa Fe Springs, California.

1. State the full legal name, address, telephone number, positions(s) held by, and tenure of, the individual(s) answering any of these questions on behalf of Caufield & James LLP (“Caufield”) concerning the matters set forth herein.
2. Information obtained by EPA indicates that in previous litigation regarding the Property, Angeles Chemical Co., Inc., et al. v. McKesson Corporation, et al. (U.S.D.C., Central District of California, Case No. CV 01-10532-TJH (MCx)), (the “McKesson Action”), there was a global settlement involving Angeles Chemical Co., Inc. (“Angeles”), several other potentially responsible parties (“PRPs”), and insurance companies. Provide a narrative description of the global settlement, including the terms of the settlement, the parties to the settlement, and the ultimate recipients of the settlement funds. Provide all documentation setting forth the terms of the global settlement of the McKesson Action, including, but not limited to, any final settlement agreements.
3. Information obtained by EPA indicates that settlement proceeds from the McKesson Action were disbursed directly to Caufield for distribution to various parties to the settlement. State the total amount Caufield received from the allocation of settlement proceeds and provide documentation of receipt of such amounts including copies of checks, invoices, escrow and/or trust statements, bank account statements, billing statements, financial statements or other documentation. Provide the amounts and ultimate disposition of those proceeds, including the identity of the recipients of those funds.
4. Information obtained by EPA indicates that one component of the global settlement reached in the McKesson Action was a payment of \$4,550,000 by McKesson Corporation (“McKesson”) to the plaintiffs: Angeles, John Locke, and Greve Financial Services, Inc. (“Greve”) for the Angeles facility site cleanup (the “McKesson Settlement”). To the extent not already answered in response to Question 2 above, provide a narrative description of the financial terms of the McKesson Settlement, including the parties to the settlement, and the ultimate recipients of the settlement funds. Provide all documentation setting forth the financial terms of the McKesson Settlement, including, but not limited to, any final settlement agreements.
5. Information obtained by EPA indicates that in the McKesson Action, Caufield received Joint Instructions to Disburse Funds providing for the following distribution of the \$4,550,000 in McKesson Settlement funds: \$863,490.03 to Caufield, \$2,349,138.50 to Angeles, \$0 to John Locke, and \$1,337,311.46 to Greve. State whether this distribution was ultimately enacted by Caufield. Provide documentation of any disbursements related to the McKesson Settlement funds including checks, invoices, escrow and/or trust statements, bank account statements, billing statements, financial statements or other documentation. State whether there was any further distribution of any of the amounts identified for distribution, including those to Caufield, and provide the amounts and

ultimate disposition of these proceeds, including the identity of the recipients of those funds and documentation of such disbursements and disposition.

6. Information obtained by EPA indicates that the second component of the global settlement reached in the McKesson Action was a payment of \$5,550,000 by insurance carriers (the "Carrier Settlement"). To the extent not already answered in response to Question 2 above, provide a narrative description of the financial terms of the Carrier Settlement, including the terms of the settlement, the parties to the settlement, and the ultimate recipients of the settlement funds. Provide all documentation setting forth the financial terms of the Carrier Settlement, including, but not limited to, any final settlement agreements. Provide documentation of payment and/or receipt of monies including checks, invoices, escrow and/or trust statements, bank account statements, billing statements, financial statements or other documentation.
7. Information obtained by EPA indicates that in the McKesson Action Carrier Settlement, Caufield received Joint Instructions to Disburse Funds providing for the following distribution of the \$5,550,000 in Carrier Settlement funds: \$1,375,000 to Caufield, \$1,137,900.74 to Angeles and John Locke, \$2,237,099.26 to Greve, and \$750,000 to an escrow account (L. Meyerson Trust account). State whether this distribution was ultimately enacted by Caufield. State whether there was any further distribution of any of the amounts identified for distribution, including those to Caufield, and provide the amounts and ultimate disposition of these proceeds, including the identity of the recipients of those funds. Provide documentation of payment and/or receipt of monies including checks, invoices, escrow and/or trust statements, bank account statements, billing statements, financial statements or other documentation of the Carrier Settlement distribution and the L. Meyerson Trust account.
8. Describe the intended purpose of the \$750,000 from the Carrier Settlement identified for distribution to an escrow account (L. Meyerson Trust account) (as described in Question 7 above). State whether the \$750,000 was deposited by Caufield into an escrow and/or trust account, and whether there has been any further distribution of these funds, and provide the amounts and ultimate disposition of these proceeds, including the identity of the ultimate recipients of these funds. Provide any documentation of such intended purpose that may exist. Provide documentation of payment and/or receipt of monies including checks, invoices, escrow and/or trust statements, bank account statements, billing statements, financial statements or other documentation related to the L. Meyerson Trust account.
9. Information obtained by EPA indicates that the third component of the global settlement reached in the McKesson Action was a payment of \$250,000 by former owners of the Property, Robert O. Berg (deceased) and Donna M. Berg, and Pearl Rosenthal and The Rosenthal Family Trust, (the "Berg/Rosenthal Parties Settlement"). To the extent not already answered in response to Question 2 above, provide a narrative description of the financial terms of the Berg/Rosenthal Parties Settlement, including the parties to the settlement, and the ultimate recipients of the settlement funds. Provide all documentation setting forth the financial terms of the Berg/Rosenthal Parties Settlement, including, but not limited to, any final settlement agreements.

10. Information obtained by EPA indicates that in the McKesson Action Berg/Rosenthal Parties Settlement, Caufield received Joint Instructions to Disburse Funds providing for the following distribution of the \$250,000 in Berg/Rosenthal Parties Settlement funds: \$62,500 to Caufield, \$93,750 to Angeles and John Locke, and \$93,750 to Greve. State whether this distribution was ultimately enacted by Caufield. State whether there was any further distribution of any of the amounts identified for distribution, including those to Caufield, and provide the amounts and ultimate disposition of these proceeds, including the identity of the recipients of those funds. Provide documentation of payment and/or receipt of monies including checks, invoices, escrow and/or trust statements, bank account statements, billing statements, financial statements or other documentation related to the parties named in this Question 10.
11. Information obtained by EPA indicates that certain additional insurance carriers involved with the McKesson Action may have entered into settlement agreements outside of the Carrier Settlement. Provide a narrative description of any additional insurance carrier settlements relating to the Property, including buy-back arrangements by which the insurance carrier provided settlement funds in exchange for a buy-back of its policies. Describe the terms of any settlement, the parties to the settlement, and the ultimate recipients of the settlement funds. Identify if Caufield received instructions to disburse funds related to settlement agreements with insurance carriers outside of the Carrier settlement. Provide all documentation setting forth the terms of any insurance carrier settlement, including, but not limited to, any final settlement agreements. Provide documentation of payment and/or receipt of monies including checks, invoices, escrow and/or trust statements, bank account statements, billing statements, financial statements or other documentation related to any other settlement agreements outside of the Carrier Settlement between any of the parties to the McKesson Action or related action, or between any one party to the McKesson Action and any other person.
12. Information obtained by EPA indicates that in the McKesson Action, Caufield received Joint Instructions to Disburse Funds providing for the following distribution of "Carrier Contribution to Costs Proceeds": 25% to Caufield, 37.5% to Angeles and John Locke, and 37.5% to Greve. State whether this distribution was ultimately enacted by Caufield. Provide the total amount of "Carrier Contribution to Costs Proceeds" subject to the percentage distribution described in the Joint Instructions to Disburse Funds. State whether there was any further distribution of any of the amounts identified for distribution and provide the amounts and ultimate disposition of these proceeds, including the identity of the recipients of those funds. Provide documentation of payment and/or receipt of monies including checks, invoices, escrow and/or trust statements, bank account statements, billing statements, financial statements or other documentation related to the parties named in this Question 12.
13. To the extent not already provided in answer to the questions above, describe the ultimate settlement and resolution of the McKesson Action. Provide the settlement terms, identify all parties to any settlement, including insurance carriers, and provide the settlement amounts and identity of each recipient. Provide all documentation setting forth the terms of any settlement of the McKesson Action, including, but not limited to, any final settlement agreements. Provide documentation of payment and/or receipt of monies

including checks, invoices, escrow and/or trust statements, bank account statements, billing statements, financial statements or other documentation related to the settlement and resolution of the McKesson Action not already provided.

14. Information obtained by EPA indicates that the receipt of settlement proceeds in the McKesson Action was conditioned upon the use of such funds for the remediation of the Property. Provide the terms that require the use of such funds for the remediation of the Property. Describe any settlement funds used for remediation of the Property, and provide all documentation evidencing the use of settlement funds by any party for remediation of the Property.
15. To the extent not answered in Questions 1-14 above, identify any additional receipt of monies and distribution of monies by Caufield in connection with the McKesson Action. Provide documentation of payments and/or receipt of monies including checks, invoices, escrow and/or trust statements, bank account statements, billing statements, financial statements or other documentation related to the McKesson Action.



June 16,2015

Dear Customer:

The following is the proof-of-delivery for tracking number **631423801679**.

Delivery Information:

Status:	Delivered	Delivered to:	Receptionist/Front Desk
Signed for by:	M.JAMES	Delivery location:	2851 CAMINO DEL RIO S 410 SAN DIEGO, CA 92108
Service type:	FedEx Priority Overnight	Delivery date:	Jun 12, 2015 10:14
Special Handling:	Deliver Weekday Direct Signature Required		



Shipping Information:

Tracking number:	631423801679	Ship date:	Jun 11, 2015
		Weight:	0.5 lbs/0.2 kg

Recipient:

Jeffery Caufield
Caufield & James LLP
2851 Camino Del Rio South
Suite 250
SAN DIEGO, CA 92108 US

Reference**Shipper:**

Omega
Toeroek Associates, Inc.
1300 Clay Street
Suite 450
Oakland, CA 94612 US
9063-006

Thank you for choosing FedEx.